

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

KEYSPAN ENERGY DELIVERY NEW ENGLAND  
RESPONSE TO  
ATTORNEY GENERAL'S FIRST SET OF INFORMATION REQUESTS

D.T.E. 06-54

Respondent: Nancy G. Culliford

Date: September 12, 2006

Information Request AG-1-18

- Q. State whether the Proposed Agreement depends on the terms of, or incorporates terms of any other existing contracts and/or amendments besides the First Amendment to the Precedent Agreement provided in Exh. KED-3.**
- A. The Proposed Agreement consists of the Precedent Agreement, marked Exhibit KED-1, as amended by Exhibit KED-3, and the Rate Agreement marked as Exhibit KED-2. Section 9(c) of the Precedent Agreement refers to a Reimbursement Agreement applicable to pre-filing costs, which was entered into by the parties on April 11, 2005 (prior to the execution of the Precedent Agreement). A redacted copy of this (letter) agreement is attached as AG-1-18-A.

A Motion for Confidentiality was filed with the Department as of this date requesting confidential treatment of the Letter Agreement. A confidential copy of the Letter Agreement was provided to the Hearing Officer and the Attorney General's office pursuant to a non-disclosure agreement.

In addition to the Letter Agreement, the parties have agreed to enter into an O&M Agreement that defines each party's respective future responsibility with regard to the meter station that will be constructed by Algonquin in Sandwich MA. The O&M Agreement will be finalized and executed prior to the in-service date of the take station.